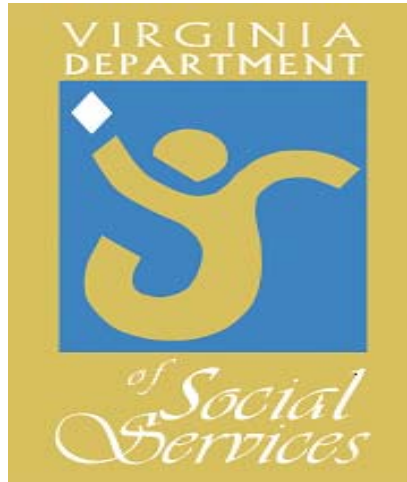


IT IS THE VENDOR'S RESPONSIBILITY TO CHECK THIS SITE PERIODICALLY TO
OBTAIN ANY CHANGES TO THE SOLICITATIONS.

Vendors who fail to submit current copies of the solicitation and addenda may be deemed non responsive. Additionally, by downloading the solicitation contained herein you hereby agree not to alter the contents of the document in any way. Electronic responses will not be accepted. Submit response in accordance with solicitation requirements. Failure to comply with this requirement may result in the Department of Social Services taking action permissible under the laws of the Commonwealth of Virginia.



**VIRGINIA DEPARTMENT OF SOCIAL SERVICES
DIVISION OF FAMILY SERVICES**

REQUEST FOR PROPOSALS

For FY 2008 funding under the

CHILD ADVOCACY CENTER FUNDING

RFP NUMBER: SVC-07-061

Application Deadline: 4:00 p.m., Tuesday, June 5, 2007

**An optional pre-proposal conference will be held from
10:00 a.m. – 1:00 p.m., May 15, 2007 at the
Virginia Department of Social Services
(Vault Level Room A)
7 North 8th Street
Richmond, Virginia 23219**

REQUEST FOR PROPOSALS
(RFP)

CHILD ADVOCACY CENTERS

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REQUEST FOR PROPOSALS (RFP) APPLICATION FORM

RFP NUMBER: SVC-07-061
ISSUE DATE: May 4, 2007
TITLE: Child Advocacy Centers
COMMODITY CODE: 95217
LOCATION WHERE WORK
WILL BE PERFORMED: Statewide
INITIAL CONTRACT PERIOD: July 1, 2007 through June 30, 2008

PROPOSAL DUE DATE AND TIME: **June 5, 2007 - (4:00 p.m.)**

ISSUING AGENCY: Commonwealth of Virginia
Department of Social Services
7 North 8th Street
Richmond, Virginia 23219

Sealed proposals for furnishing the services described herein will be received subject to the conditions cited herein until the Proposal Due Date and Time shown above.

PROPOSALS RECEIVED AFTER THAT TIME WILL BE RETURNED WITHOUT CONSIDERATION. Send or hand-deliver all proposals (**not scanned or regenerated pages**) directly to the issuing agency shown above. **DO NOT FAX OR EMAIL.**

In compliance with this Request For Proposals, as published by the Department of Social Services, and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

(Name of Lead Organization)

Date: _____

(Address)

By: _____
(Signature in Ink)

(Address)

Name: _____
(Printed or typed)

(City) (State) (Zip Code)

Title: _____

E-Mail: _____

Telephone: _____

FEI/FIN #: _____

Facsimile #: _____

(Name of Fiscal Agent)

☐ Check this box if fiscal agent address is same as above

(Address)

(Address)

(City) (State) (Zip Code)

E-Mail: _____

FEI/FIN #: _____

Date: _____

By: _____
(Signature in Ink)

Name: _____
(Printed or typed)

Title: _____

Telephone: _____

Facsimile #: _____

PREPROPOSAL CONFERENCE: An optional pre-proposal conference will be held from 10:00 a.m. – 1 p.m., May 15, 2007, at the Virginia Department of Social Services, 7 N. 8th Street , Richmond, Virginia, 23219. The meeting will be in the Vault Level, Room A.

All requests for information should be directed to Robin Johnson, Contract Administrator, 7 N. 8th Street, Richmond, Virginia 29219. Telephone - (804) 726-7552; email - robin.johnson@dss.virginia.gov.

CHILDREN'S ADVOCACY CENTERS REQUEST FOR PROPOSALS

SECTION 1 – PURPOSE AND BACKGROUND

The purpose and intent of the Request for Proposals (RFP) is to award competitive grants to public and private, non-profit incorporated agencies and organizations, representing community coalitions in Virginia for expansion of services provided through children's advocacy centers. This RFP offers communities an opportunity to develop, enhance, and expand children's advocacy centers. This RFP requires multiple agency participation.

The source for these grants is \$ 1,000,000 in general funds appropriated by the 2005 Virginia General Assembly for the development and enhancement of children's advocacy centers. Funds are intended to expand statewide services to advocacy centers through all levels of development and certification.

Grants will be awarded for a contract period beginning July 1, 2007 and ending June 30, 2008. Funding will be distributed as follows: 1) one-third of the funds (\$333,000) will be designated for fully accredited members, 2) another one-third (\$333,000) is for associate centers and 3) the final one-third (\$333,000) is targeted for other centers that are currently operating, developing, or exploring development based on standards set by the National Children's Alliance with input from the Children's Advocacy Center of Virginia. There is no match requirement.

Organizations and agencies which are pending incorporation and/or pending approval of the 501(C) 3 status of the IRS code, as of June 5, 2007, are not eligible to apply.

Reimbursement for local forensic medical evaluation of child sexual and physical abuse can be accessed, with authorization from the local Commonwealth's Attorney, from Virginia Supreme Court Funds made available by Section 19.2-165.1 of the *Code of Virginia*.

SECTION 2 - SCOPE OF SERVICES

The purpose of Children's Advocacy Centers is to provide a comprehensive, culturally competent, multidisciplinary team response to allegations of child abuse in a dedicated, child-friendly setting. A child appropriate/child friendly setting and a multidisciplinary team are essential for accomplishment of the mission of the Children's Advocacy Centers for accredited membership in National Children's Alliance.

The purpose of this Request for Proposals is to expand statewide services provided through children's advocacy centers.

A. The objectives of the child advocacy centers are to:

- coordinate the judicial, social services, law enforcement, medical, and mental health treatment response to child abuse and neglect through protocols and intensive case management services;
- reduce system trauma to children and their families;
- reduce the need for multiple forensic victim interviews through joint investigations;
- provide a child friendly, safe place for investigatory interviewing of suspected child abuse and neglect victims;
- provide for forensic medical evaluation;
- stabilize the child's behavior and family response through crisis intervention services;
- provide for mental health assessment and treatment of the child and family to facilitate recovery from the trauma of abuse/neglect;
- educate the non-offending caretaker about the effects of abuse/neglect and the need for protection;
- provide a courtroom environment that will facilitate an optimal setting for the child to accurately testify to what they know and have experienced;
- ensure that the child and his/her family are kept informed of the case status as it progresses through the Court system through victim advocacy services;
- insure the provision of quality services to children by evaluating services using a case tracking system such as NCATrack or another system capable of capturing required data.

- facilitate multidisciplinary team services to children through use of a case review system.

B. Direct Services to Children and Families

Funds must be used to support provision of direct services for families and children affected by child abuse and neglect. Organizations may not charge this grant for services that are paid from other public, private or insurance sources. Examples of children and families served by children's advocacy centers include:

- Children who have founded child protective services dispositions of abuse or neglect;
- Children who have been referred to DSS as possible victims of child abuse and neglect are also eligible if referral results in investigation or family assessment. (must be determined a valid complaint)
- Children and families who are under child protective services or law enforcement investigation for suspected abuse and neglect or those children identified as abused/neglected by the court;
- Siblings of children reported for alleged abuse or neglect;
- Non-offending caretakers of children reported for alleged abuse or neglect.

C. Treatment Services

Funds can be used to provide treatment services.

Examples of services include, but are not limited to, the following:

- Counseling services that include in-person crisis intervention, emotional support, and guidance immediately after the report of abuse or neglect or on an ongoing basis to child victims of child abuse and neglect and their families;
- Mental health assessment and services;
- Individual, family, or group therapy for children and/or families affected by maltreatment; and
- Parent education or self-help groups for families affected by maltreatment.
- Salaries of direct service personnel

D. Other Allowable Costs and Services

The following services, activities, and costs are not generally considered direct services, but are often necessary and essential activities to ensure that quality direct services are provided and are allowable expenditures:

- Training: Funds can be used to purchase materials such as books, training manuals, and videos for direct service providers, within the grant funded advocacy project, and can support the costs of staff development and training.
- Operating Costs Necessary to Support Direct Services: Examples of allowable operating costs include supplies, equipment use fees, printing, photocopying, and postage when supported by appropriate documentation; brochures which describe available services; and books and other related materials for families affected by child abuse and neglect. Funding may be used for capital expenditures such as renovations to an existing space or creation of a facility which would include but not limited to interview and observation rooms, medical evaluation room or other components required for the operation of the CAC.

SECTION 3 – PROJECT OUTCOMES

Applicants shall develop and demonstrate outcomes related to their Child Advocacy Center's objectives and report progress on these outcomes on the Activities/Outcomes Form found in Attachment B. The outcomes may include but are not limited to, the following examples:

Outcomes:

- More immediate multidisciplinary follow-up to child abuse reports.
For example, an outcome might state, "Joint investigations on emergent allegations of child sexual abuse were initiated within 24 hours in 90% of the cases."
- More coordinated medical or mental health referrals.
For example, an outcome might state, "95% of the children referred to the child advocacy center received a mental health assessment."
- Increased substantiation and prosecution of cases.
For example, an outcome might state, "85% of the physical and sexual abuse cases investigated jointly by CPS and law enforcement were referred for prosecution."
- Decreased post abuse victim and family trauma.
For example, an outcome might state, "60% of the families given the Parenting Stress Index (PSI) showed a decrease in stress after four months of service."
- Increased open communication and case coordination among community professionals and agencies involved in child protection efforts.
For example, an outcome might state, "A written memorandum of agreement outlining the roles and responsibilities with respect to child

abuse and neglect investigations was developed within six months.”

- Enhanced professional skills among the interdisciplinary partners. For example, an outcome might state, “Confession rate increased from 45% to 75% after team members attended specialized training.”
- Decreased number of duplicative contacts/interviews by investigative professionals. For example, an outcome might state, “70% of the children were not interviewed more than once about the alleged abuse.”
- Increase parenting skills of non-offending caretakers. For example, an outcome might state, “75% will show a 20% improvement in their parenting sense of competency as measured by pre and post test surveys.”

SECTION 4- APPLICANT REQUIREMENTS

Funding will be distributed to children’s advocacy centers that meet National Children’s Alliance (NCA) standards in the following categories: (i) fully accredited members, (ii) associate centers, and (iii) other centers that are currently operating, developing, or exploring development. Each applicant is expected to provide the components, or a plan for achieving the components, set forth below for the category for which they are applying.

A. Fully Accredited Members/Associate Members

1. Child-Appropriate/Child Friendly Facility: A Children’s Advocacy Center provides a comfortable, private, child-friendly setting that is both physically and psychologically safe for clients.
2. Multidisciplinary Team (MDT) A multidisciplinary team for response to child abuse allegations includes representation from the following:
 - law enforcement
 - child protective services
 - prosecution
 - mental health
 - medical
 - victim advocacy
 - children’s advocacy center
3. Organizational Capacity: A designated legal entity responsible for program and fiscal operations has been established and implements basic sound administrative practices.

4. Cultural Competency and Diversity: The CAC promotes policies, practices and procedures that are culturally competent. Cultural competency is defined as the capacity to function in more than one culture, requiring the ability to appreciate, understand and interact with members of diverse populations within the local community.
5. Forensic Interviews: Forensic interviews are conducted in a manner which is of a neutral, fact finding nature, and coordinated to avoid duplicative interviewing.
6. Medical Evaluation: Specialized medical evaluation and treatment are to be made available to CAC clients as part of the team response, either at the CAC or through coordination and referral with other specialized medical providers.
7. Therapeutic Intervention: Specialized mental health services are to be made available as part of the team response, either at the CAC or through coordination and referral to other appropriate treatment providers.
8. Victim Support/Advocacy: Victim support and advocacy are to be made available as part of the team response, either at the CAC or through coordination with other providers, throughout the investigation and subsequent legal proceedings.
9. Case Review: Team discussion and information sharing regarding the investigation, case status and services needed by the child and family are to occur on a routine basis.
10. Case Tracking: CACs must develop and implement a system for monitoring case progress and tracking case outcomes for team components.
11. Must have received Accredited or Associate member status from National Children's Alliance

B. Centers currently operating, developing, or exploring development

Applicants must have a local, interdisciplinary framework for the investigation, prosecution, and management of child abuse and neglect in place and are required, in this application, to:

1. Demonstrate interdisciplinary collaboration between child protective services and law enforcement through joint investigations;
2. Demonstrate interdisciplinary collaboration with the Commonwealth's Attorney's Office;

3. Have a forensic medical resource component e.g. hospital, Sexual Assault Nurse Examiner (S.A.N.E.), private practitioner, or consortium with interest or skill in child abuse/neglect medical evaluation;
4. Have a location or a plan for a child friendly, safe place to conduct investigatory interviews of suspected victims;
5. Have a child abuse/neglect mental health treatment component with demonstrated knowledge and skill in assessing and treating the effects of abuse/neglect on child development and family function; crisis intervention and family stabilization; and risk reduction;
6. Have interagency, administrative endorsement of the project with a designated representative, from the disciplines identified above, assigned to the project;
7. Designate a lead, operating agency to coordinate services and act as the fiscal agent since this application requires multiple agency participation; and
8. Demonstrate a need for the project.

SECTION 5 - PROPOSAL PREPARATION & SUBMISSION INSTRUCTIONS

A. General Instructions

1. RFP Response

Public and private non-profit incorporated agencies or organizations, representing interagency coalitions, located in Virginia are eligible to apply for these funds. In order to be considered for selection, applicants must submit a complete response to this RFP. **One original and five (5) copies of each proposal must be submitted to the Department of Social Services. Original signatures from the lead operating agency are required on the front page of each RFP application form.** No other distribution of the response shall be made by each applicant. The original proposal shall be so marked.

2. Proposal Preparation

- A. Since this RFP requires multiple agency participation, applicants must designate a lead operating agency to act as the fiscal agent. Proposals shall be signed by an authorized representative of the lead operating agency. All information requested should be submitted. Failure to submit

all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- B. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- C. The complete proposal consists of the RFP Questionnaire Attachment A and other required attachments as specified in the RFP. The RFP Questionnaire replaces a narrative requirement.
- D. Proposals should be typewritten and single spaced on 8.5 x 11 paper and prepared concisely, providing a straightforward description of capabilities to satisfy the requirements of the RFP.
- E. Each copy of the proposal should be firmly bound in a single volume. All documentation submitted with the proposal should be bound in that single volume. Pages should be numbered consecutively from page 1 through the entire proposal.
- F. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.
- G. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*, however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice

must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Department of Social Services. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Department of Social Services will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

4. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so to be evaluated for capabilities and required services. The project proposal consists of the RFP Questionnaire Attachment A (This is the core of the proposal) and other required attachments as follows: RFP cover pages 3 & 4; RFP checklist; Activities/Outcomes Form; Project Budget; and other required attachments.

5. Procedures For Applying: The required project proposal components must be submitted in the order listed below.

- A. Return the complete RFP and all addenda acknowledgements, if any, signed and filled out as required.**
- B. RFP Application Form**
- C. Request for Taxpayer Identification Number (Attachment F)**
- D. RFP Checklist (Attachment D)**
- E. RFP Questionnaire (Attachment A)**
- F. Activities/Outcomes Form (Attachment B)**

Complete the Activities/Outcomes forms (Attachment B) for each high level Outcome set forth in Section 3 to describe the project. There should be an Attachment B prepared for each outcome you identify. (Duplicate Attachment B as needed.) Detail the strategies and activities necessary to achieve the project goals and objectives. List target dates for the beginning and end of each activity, including planning activities and staff responsible. Identify expected outcomes and how they will be measured. Leave the contract number blank as contract numbers are assigned after the awards are made.

Definitions and examples:

Goals are broad statements that define the general focus of the project. For example, the goals of a family service agency may be to provide treatment services to victims of child abuse/neglect.

Objectives are *specific, measurable outcomes* of your project. For example, one outcome objective for services may state "Assess the needs of 80 families for treatment and other services."

Evaluation Measures for goals and objectives address *qualitative and quantitative outcomes* of project activities. For example, 80 children received individual treatment; 60 children showed psychosocial improvement as measured, pre and post services utilizing 'x' instrument.

G. Budget

Complete all pages (1-3) of the Budget in Attachment C. Costs should be necessary and reasonable for carrying out the proposed work plan. If funds are being requested for salaries, specify positions, pay rates, and what is included in employee benefits. Explain how each line item cost was determined. Funds cannot be used to supplant existing funds. Funds cannot be used to pay for salaries of existing county or city employees. The proposal must include current year operating budget for the CAC. The funding year will be July 1, 2007 through June 30, 2008

Since you may be requesting funding for more than one major program component, specify each program component in the budget (Attachment C, Pages 1-4).

H. Other Required Attachments

1. Job descriptions for paid position(s) responsible for project implementation must be attached.
2. Organizational chart.

3. A copy of the agency's Non-Discrimination in Employment Policy must be submitted. (See Section 9.C.)
4. A copy of the agency's Confidentiality Policy must be submitted.
5. Current written MDT Protocol/Interagency Agreement.
6. Letter(s) of support from agencies represented on the multidisciplinary team and/or supportive partners.
7. List of the current members of the Board of Directors.
8. Immediate past fiscal year budget, including funding sources and the previous year's actual expenses and funding sources.
9. Completed original of W9 Request for Taxpayer Identification Number(s) and certification (See Attachment F)
10. A subcontract agreement with the fiscal agent to provide grant funded, reimbursable services is required.

The subcontract agreement shall include identification of the subcontractor; their tax exempt number; the details of the subcontract arrangement including the type of services, procedures to be followed, number of clients to be served, implementation and review dates, and signatures by persons with authority to represent the parties. (See Section 10.M.)

SECTION 6 – EVALUATION AND AWARD CRITERIA

A. Review Committee

A Review Committee established by the Department of Social Services shall review proposals. The Review Committee will submit recommendations for funding.

B. Evaluation Criteria

To be considered for funding, proposals must first meet the stated objectives of the RFP as specified in Section 2, Scope of Services. In addition, proposals must meet general and specific requirements outlined in this RFP.

1. Proposals will be evaluated using the following criteria:
Content Adequacy (10 points)

- a. Concise and complete
 - b. Realistic in scope
 - c. Reflects an awareness of the state-of-the-art, relative to the problem
 - d. Reflects congruence between all proposal components including the questionnaire, work plan, activities/outcomes, budget, subcontracts, and other required attachments
2. Participating Agencies Demonstrate Capability to Carry Out Proposed Project (10 points)
- a. Project has required interagency, administrative endorsements
 - b. Project has required multidisciplinary team members
 - c. Multidisciplinary team members have sufficient experience in the management of child abuse and neglect to successfully operationalize the project
 - d. Community demonstrates an interagency, collaborative approach to the management of child abuse and neglect
 - e. Community provides or has a plan to provide a child friendly, safe place for investigatory interviewing of suspected victims
 - f. Project collaborates or proposes to collaborate with the court in order to reduce child victim witness trauma
3. Need for Child Advocacy Center Services Established (15 points)
- a. Clearly describes local need for collaborative services for families affected by child abuse and neglect
 - b. Utilizes statistics and provides information on community collaboration to document child abuse needs
 - c. Defines project impact
 - d. Identifies community training needs that can be met by the grant
4. Description of Proposed Project (35 points)

- a. Activities/Outcomes goals and objectives are consistent with goals and objectives set forth in Section 3 in RFP
 - b. Proposal comprehensively addresses needed local changes to establish/enhance a community's support for the child advocacy center
 - c. Activities/Outcomes time frames for project planning and implementation are reasonable
 - d. Activities/Outcomes services/activities reflect interagency coordination between disciplines identified in RFP
 - e. Projected number of clients to be served is reasonable
 - f. Staffing and services to be provided are clear
 - g. Needed subcontracts are included and contain all required components of the subcontract arrangement
 - h. Project presents a reasonable plan for continuation beyond the grant year
5. Project Evaluation Plan Measures the Degree of Success in Accomplishing Project Goals and Objectives (10 points)
- a. The evaluation methodology is clearly described
 - b. The methodology measures quantity and quality of services
 - c. Evaluation plan includes process and outcome evaluation methods
 - d. The evaluation plan includes a method for ongoing review
 - e. Record-Keeping and data collection plans are specific and appropriate, including statistics required for quarterly and final reports
 - f. For ongoing programs, discusses extent to which services provided were cost-effective and provides analysis of results of previous evaluations; including demonstrations that the program satisfied past objectives.
6. Budget (20 points)
- a. Costs are reasonable and consistent with proposed activities/services
 - b. Clearly explains all costs
 - c. Demonstrates ability to maintain records and fiscal accountability

C. Award to Multiple Offerors:

Selection shall be made of applicants deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price. Negotiations may be conducted with the applicants so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with the applicants so selected, the Department of Social Services shall select the applicants which, in its opinion, have made the best proposals, and shall award the contracts to those applicants. The Department of Social Services may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) The contract document will incorporate the RFP, the contractor's proposal, the award letter and by reference all other requirements, terms and conditions as negotiated.

SECTION 7 - REPORTING AND DELIVERY REQUIREMENTS

A. The contractor shall produce the following reports of activities and services:

Contractors shall submit:

Quarterly Narrative and Statistical Reports which shall be made within **15 days** of the preceding quarter and shall include the following:

1. Detailed description of activities and an assessment of the progress of the project compared to the work plan; each goal, objective, and related strategies and activities shall be addressed;
2. Any gaps in services or barriers to the progress of the project, with proposed solutions
3. An explanation of any deviations from the work plan;
4. Any changes in staffing;
5. Identification of any particularly successful or unsuccessful project activities or components;
6. Copies of any materials that have been developed under the contract. (Materials produced under this contract must bear a statement that the project was supported by State general funds); and

7. Statistical information on the clients served.

B. **A Final Project Report** shall be made to the purchasing agency within **30 days** of the completion of the contract. The final report is a cumulative summary and evaluation of project activities and services over the contract period. It shall be in the same format as quarterly narrative reports and shall include:

1. An overall quantitative and qualitative evaluation of the project including an assessment of whether the project's goals and objectives were met; each goal and objective, as stated in the Activities/Outcomes forms, shall be addressed;
2. Any problems or delays that were encountered and how they were resolved;
3. An assessment of the project's effectiveness and the value to the client/community;
4. Efforts that have been made to continue the program past the grant period;
5. Statistical information on clients served; and
6. Copies of any materials that were developed under the contract.

C. A document may be required by the purchasing agency for the purpose of disseminating any portions of the project which have been successful in a manner useful to other agencies or organizations in setting up a similar project. The purchasing agency will assist the contractor in determining what information shall be included after receiving the final report.

D. A written report to the purchasing agency which shall be submitted within seven (7) days indicating significant deviations from anticipated progress and/or problems associated with the delivery of services as agreed to by the purchasing agency and the contractor. Such report shall identify the deviations and/or problems, whether anticipated or actual, the effects of such on the performance under this contract, and a proposed plan for resolution.

E. All contractors shall produce the following **quarterly** fiscal reports:

1. Quarterly cover sheet with original signature and reimbursement amount
2. Monthly expenditure statements
3. Personnel schedule with a breakdown of salary and benefits and position.

The contractor agrees to provide any additional reports that the buyer may request by written notice to the contractor.

SECTION 8 - PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held from 10:00 a.m. to 1 p.m. on May 15, 2007 at the Virginia Department of Social Services, 7 North 8th Street, Richmond, Virginia, 23219. The meeting will be in the Vault Level, Room A. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

SECTION 9 - GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for

the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the

contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract.

A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by

the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- R. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- S. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- T. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

SECTION 10 - SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. CONFIDENTIALITY: Any information obtained by the contractor concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of State and federal law.
- D. CONTRACTOR AS INDEPENDENT CONTRACTOR: During the performance of this contract, the Contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the Purchasing Agency. The Contractor shall be responsible for all its own insurance and federal, state, local and social security taxes.
- E. CONTRACTOR PERFORMANCE: The purchasing agency may monitor and evaluate the contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the contractor's services or operations, audit reports, and other mechanisms deemed appropriate by the purchasing agency. Performance under this contract shall be a primary consideration for extension of this contract and may be a consideration in future contract awards and negotiations.
- F. EQUIPMENT: Equipment purchased under the terms of this contract shall be limited to equipment indicated in the attached budget. Equipment purchased under this contract shall be retained by the Contractor during the period of

performance of the contract. Ownership of equipment purchased under this contract may revert to the Purchasing Agency at the end of the contract period when ownership is requested by the Purchasing Agency in writing. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.

G. FISCAL ADMINISTRATION: These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

1. A contract will be signed between the Virginia Department of Social Services and the local administrator of the applying agency upon granting of an award. Upon approval of the contract, the contractor will be reimbursed for expenses on a quarterly basis according to the terms of the contract, unless a written request for hardship is made and approved by the Virginia Department of Social Services, in which case, reimbursements may be monthly. Therefore, the applicant agency must be prepared to pay expenses as they are incurred and then submit expenditure statements on a quarterly basis to the Department of Social Services for reimbursement. The contractor should allow 30 days from the time expenditure statements are received by the Department until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.
2. The applicant will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.

H. OBLIGATION OF APPLICANT AGENCY: By submitting a proposal, the applicant covenants and agrees that the applicant has satisfied itself, from its own investigation of the conditions to be met, that the applicant fully understands its obligation and that it will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

I. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

- A. Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the contractor in the performance of its obligations under this contract shall be the exclusive property of the purchasing agency and all such materials shall be remitted to the purchasing agency upon completion, termination or cancellation of this contract. The contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the contractor's obligations under this contract without the prior written consent of the purchasing agency. Any materials produced under this contract must bear a statement that the project was supported by the purchasing agency and identify the title of the funding source.
- J. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- K. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one year periods), under the terms of the current contract, and at a reasonable time (approximately 60 days) prior to the expiration.
- L. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- M. SMOKE FREE ENVIRONMENT: By submitting their proposals, offerors certify to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in

the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor agrees that it will require the language of this certification be included in any sub-awards (subcontracts or purchase orders) which contain provisions for children's services so that the provisions will be binding upon each subcontractor or vendor.

N. SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES
SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

O. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Offeror Due Date Time

Street or Box Number	RFP No.
----------------------	---------

City, State, Zip Code	RFP Title
-----------------------	-----------

Name of Contract/Purchase Officer or Buyer

The envelope should be addressed as directed on the RFP Cover Page Application Form of the solicitation.

The offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

SECTION 11 - METHOD OF PAYMENT

A. COMPENSATION: to the Contractor for delivered services shall be as follows:

1. The Contractor shall be paid on a cost reimbursable basis. Reimbursements will be made quarterly unless a written request for hardship is made and approved by the Virginia Department of Social Services, in which case, reimbursements may be monthly. It is preferred that all reimbursements be deposited electronically through the Virginia Department of Accounts Remittance Electronic Data Exchange (EDI) for expediency. Application information for EDI can be found on the Department of Account's website: www.doa.state.va.us.
2. Actual expenditures shall be invoiced pursuant to approved line item budget categories in Attachment C.
3. Deviations from the approved line-item budget of more than \$100.00 in any line-item shall be submitted in writing immediately to the purchasing agency for the purchasing agency's prior approval at least thirty (30) calendar days prior to the intended effective date.
4. All revenue from the sale of products derived through activities performed pursuant to this contract shall be reported to the purchasing agency and may be applied as an adjustment to defray costs for the purchasing agency.
5. The invoice period shall be quarterly. The Contractor shall invoice the purchasing agency each invoice period on forms supplied by the purchasing agency and shall submit an invoice showing no services delivered if that is the case in any invoice period. The purchasing agency shall not be obligated to pay for services when the Contractor fails to submit quarterly invoices for such services within thirty (30) calendar days after the close of the invoice period in which services were delivered. Invoices which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the invoice. Fourth quarter invoices shall be submitted in the following manner: One invoice must be received for the months of April and May only. This invoice must be received by the Department of Social Services no later than June 6. An invoice for June expenditures shall be submitted separately no later than July 10. Deviations from quarterly reimbursements must be requested in writing for monthly reimbursement (see RFP check list).
7. If the Contractor fails to correctly provide any services and/or reports as specified in this contract, and in the time period specified herein, the purchasing agency may withhold payment of invoices until said services

and/or reports are provided. All services provided by the Contractor pursuant to this contract shall be performed to the satisfaction of the purchasing agency, and in accord with applicable federal, State and local laws, ordinances, rules and regulations. The Contractor shall not receive payment for work found by the purchasing agency to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rule or regulations.

8. The contractor shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the State. Expenditures will be monitored by the Virginia Department of Social Services.

SECTION 12 – OTHER ATTACHMENTS

Attachment A – Questionnaire

Attachment B - Activities/Outcomes Form

Attachment C - Project Budget

Attachment D – RFP Checklist

Attachment E – Directions to Pre-proposal Meeting Location

Attachment F - Request for Taxpayer Identification Number (W-9)

**INTERDISCIPLINARY CHILD ABUSE & NEGLECT ADVOCACY PROJECT
RFP QUESTIONNAIRE**

(The questionnaire replaces a narrative requirement. Response is limited to the space provided.)

Section A: General Applicant Information

1. **Person** responsible for **project leadership and coordination**:

Name/Title/Agency:

Telephone: Fax:

E-mail:

Address (if different from *lead "operating" agency*):

2. Please select which category you are applying for:

☐ Fully Accredited Member (Per National Children's Alliance Standards)

☐ Associate Center

☐ Developing Center

3. Project Summary - No more than 2 pages stating how the funds will be used.

4. Geographic area(s) to be served by proposed project:

Section B: Child Abuse and Neglect Demographics

5. In your community, within the last 12 months, indicate the following:

children with **founded** CPS dispositions

child abuse/neglect cases **investigated** by law enforcement (with and without CPS)

child abuse/neglect cases **referred for prosecution**

Projected # of child abuse/neglect families to be served by advocacy project

Section C: Current Interdisciplinary Practice

6. In your community, do law enforcement and child protective services conduct joint interviews of suspected child abuse/neglect victims? ☐ Yes ☐ No

% of child abuse cases where victim is jointly interviewed.

7. Does your community conduct forensic interviews? ☐ Yes ☐ No
If so, please describe the forensic interview training the interviewers attended:

8. Does your community have an interdisciplinary team to investigate, prosecute, and provide services in child abuse and neglect cases? ☐ Yes ☐ No
(If no, go to # 15)

9. What agencies are represented on your team?

- | | | |
|---------------------------------------|--|--|
| <input type="checkbox"/> CPS | <input type="checkbox"/> Law Enforcement | <input type="checkbox"/> Commonwealth's Attorney |
| <input type="checkbox"/> Medical | <input type="checkbox"/> Mental Health | <input type="checkbox"/> Victim Witness |
| <input type="checkbox"/> Disabilities | <input type="checkbox"/> Schools | |
| <input type="checkbox"/> Other | | |

10. How would you characterize this team? ☐ Formal ☐ Informal

Explain:

11. How often does this team meet?
☐ Weekly ☐ Monthly ☐ As needed ☐ Other

12. What is the purpose of your team meetings?

13. Does your community have written interdisciplinary protocol for the investigation, prosecution, and treatment of child abuse and neglect?

☐ Yes ☐ No If yes, submit a copy of the protocol.

14. Does your community have a child friendly, safe place for investigatory interviewing of suspected victims of abuse/neglect?
☐ Yes (Describe) ☐ No (If no, describe your plan to develop)

Describe

15. Does your community currently have a children's advocacy center?
☐ Yes ☐ No

If yes, when did it open? Describe location, staff, services, and coordination with other disciplines in the management of child abuse and neglect.

16. Identify your community's strengths in the interdisciplinary management of suspected child abuse and neglect and how this project will build on those strengths.

17. What specific issues present obstacles to the investigation, prosecution, forensic medical evaluation, and treatment of child abuse and neglect in your community and how this project will assist you in overcoming those obstacles?

18. Describe the CAC policies, practices or procedures for providing culturally competent services?

19. Does the CAC have system for monitoring case progress and tracking case outcomes for team components? ☐ Yes ☐ No

If yes, please describe:

Section D: Circuit and Juvenile and Domestic Relations Court

20. Does your community have a victim court advocacy program that serves child victims?

☐ Yes (Identify Court) ☐ Circuit Court ☐ JD & R Court
☐ No

If yes, what services are provided: ☐ Witness preparation ☐ Case status
☐ Court school ☐ Other

21. What courtroom accommodations are used in your courts to reduce trauma to child victim witnesses?
- ☐ Alternative seating ☐ Victim support person ☐ Closed circuit testimony
- ☐ Developmentally appropriate, victim recess ☐ None
- ☐ Other
22. Describe the National Children's Alliance Standards your agency is currently striving to meet using these state funds.
23. Describe your project evaluation plan to quantitatively and qualitatively measure the degree of success in accomplishing child advocacy project goals and objectives. The plan should include ongoing review, process, and outcome evaluation methods.
24. Since the intent of this RFP is to assist in give funding to communities, describe how your community plans to provide capacity building and sustainability of the child abuse/neglect advocacy project beyond the grant funded year.

SECTION E. Medical Examinations & Therapeutic Services

25. Where are children seen for medical evaluations?
26. Do you intend to use grant funds to provide treatment services? ☐ Yes ☐ No
27. Please check services offered by mental health treatment provider:
- ☐ Assessment ☐ Treatment ☐ Crisis Intervention
- ☐ Family Stabilization ☐ Individual Therapy ☐ Family Therapy
- ☐ Group Therapy ☐ Self-help Groups ☐ Parent Education
- Other _____

GUIDELINES FOR ATTACHMENT B – ACTIVITIES/OUTCOMES

Performance Measurement is a system for measuring the *results* of public programs. Performance measurement enables legislators, funding sources, and communities to know what impact the dollars have had i.e. ***what effect or change has resulted from dollars invested and how a person's life or community has been changed.***

Performance measurement starts with “the end in mind”, e.g. what do you want to occur as a result of your service?

Performance measurement includes:

High level outcomes: Desired results in social health or well-being. High level outcomes reflect the longer-term, global effects the program is intended to achieve. (e.g. reduce child abuse and neglect.)

Activities: List the key activities/initiatives proposed to achieve the goal(s) and objective(s) of the grant program.

Staff Responsible: Indicate the staff or organizations responsible for carrying out each activity/initiative.

Output: An output is a process measure which describes the conditions under which measurements will be made. This may refer to the timeframe and/or implementation of an activity/initiative, frequency, number of participants, etc. Process measures are *activity focused and contribute to interim outcomes. They do not reflect qualitative outcomes.* (e.g. the number of parents participating in parent education classes or the number of community presentations.

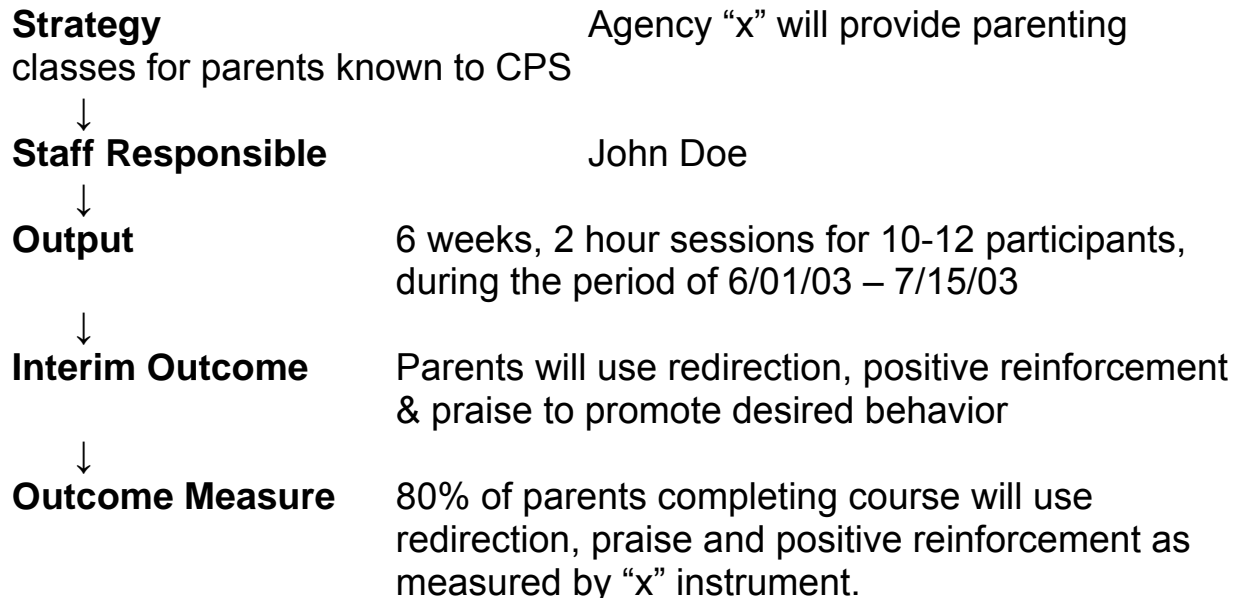
Outcomes: Interim improvements in participant's or community progress towards a high level outcome. Interim outcomes reflect a more immediate or direct effect the proposed project is intended to achieve. Outcomes typically address changes in participant performance/behavior that occur as a result of specific activities. They may include, but are not limited to a change or benefit in behavior, knowledge, skills, attitude, values, or condition.

Outcome Measures: Documents the condition of clients after a service has been provided (e.g. increased skills, modified behavior, improved condition.) Outcome measures address *qualitative outcomes*.

Outcome measures can include research based instruments with demonstrated reliability and validity, statistics, interviews, observations, rating scales, surveys, focus groups, records, goal attainment, etc.

Performance measurement enables program directors and communities to measure program effectiveness and *demonstrate both quantitative and qualitative* results that contribute to a higher level social outcome.

Example:



ACTIVITIES/OUTCOMES

FROM ____/____/____ TO ____/____/____ CONTRACTOR NAME _____ CONTRACT # _____

HIGH LEVEL OUTCOME:

ACTIVITIES <i>What the service/initiative does.</i>	STAFF RESPONSIBLE	OUTPUT <i>What program produces. Service frequency, participant numbers, begin/end dates.</i>	INTERIM OUTCOMES FOR CHILD, FAMILY OR COMMUNITY Qualitative results from activity. <i>What difference will the service make?</i>	EVALUATION * <i>Qualitative & Quantitative Outcome Measures</i>

* Outcome measures can include surveys, interviews, rating scales, records, case plan goal attainment, observations, statistics, etc.

STATE BUDGET - SUMMARY OF FUNDS

CONTRACT NUMBER

FROM / / TO / / CONTRACTOR NAME:

BUDGET CATEGORY	PROJECT COMPONENT	PROJECT COMPONENT	TOTAL REQUEST
SALARIES			
EMP. BENEFITS			
POSTAGE			
RENT & UTILITIES			
EQUIPMENT			
PRINTING			
CONSUMABLE SUPPLIES			
TRAVEL			
OTHER			
TOTAL REQUESTED			

STATE BUDGET JUSTIFICATION - PROJECT EXPENSES

FROM / / TO / / _ CONTRACTOR NAME:

Explain or justify each line-item. **Demonstrate your method for determining each line-item.**

PERSONNEL SALARY (Describe)		Amount. Requested
Agency/Position/ # hours per week /Type Service		
Benefits		
Subtotal Personnel		

PROJECT EXPENSES (Describe)		Amt. Requested
Postage		
Rent & Utilities		
Equipment		

PROJECT EXPENSES (Describe)	Amount Requested
Printing	
Consumable Supplies	
Travel	
Other	
Subtotal Project Expenses	
TOTAL AMOUNT REQUESTED	

BUDGET - SALARIES AND EMPLOYEE BENEFITS

FROM / / TO / / CONTRACTOR NAME:

SALARIES AGENCY NAME / STAFF POSITION	HOURS PER WEEK	% OF TIME ON PROJECT	ANNUAL SALARY	AMOUNT REQUESTED
1.				
2.				
3.				
4.				
5.				
6.				
TOTAL SALARIES REQUESTED	-----	-----	-----	

EMPLOYEE BENEFITS

NAME OF BENEFIT	STAFF POSITION (# ABOVE)	% OR RATE	ANNUAL COST	AMOUNT REQUESTED
FICA				
PENSION/RETIREMENT				
HEALTH INSURANCE				
WORKER'S COMPENSATION				
UNEMPLOYMENT				
OTHER (SPECIFY)				
TOTAL EMPLOYEE BENEFITS REQUESTED				

RFP CHECKLIST

Please check the following items to indicate that your proposal contains each of the items described below.

- ☐ **One original and five copies** of the RFP Cover Pages 2-5, each with original signatures (Attach to each of the 6 application packets)
- ☐ **Original plus five (5) proposal application packets** that include the following:
 - ☐ Request for Taxpayer Identification Number(s) and Certification (W-9) (Attachment F)
 - ☐ Proposal Questionnaire (Attachment A)
 - ☐ Activities/Outcome Form (Attachment B)
 - ☐ Budget (Attachment C)
 - ☐ Other Required Attachments
 - ☐ Organizational chart
 - ☐ Grant funded Job Descriptions
 - ☐ Agency's Non-Discrimination in Employment Policy
 - ☐ Agency's Confidentiality Policy
 - ☐ Letter(s) of support
 - ☐ Written MDT Protocol/Interagency Agreement
 - ☐ Subcontract Agreement (if applicable)
 - ☐ List of the current members of the Board of Directors
 - ☐ Immediate past fiscal year actual costs, including funding sources
 - ☐ Optional Attachments
 - ☐ Monthly Reimbursement Request Letter

Directions to Virginia Department of Social Services (VDSS)

From the East: Take Interstate 64 West toward Richmond and exit at the I-95 S / 3rd Street - EXIT 190-on the LEFT toward Petersburg / Downtown / Coliseum. Stay STRAIGHT onto North 3rd St. Turn LEFT onto Franklin Street. Turn RIGHT onto Eighth Street. VDSS is on the left, mid block.

From the West: Take Interstate 64 East to Richmond and take Exit 186 on to I-95 South. Take Exit 75 to 3rd Street exit toward Coliseum/ Downtown. Stay STRAIGHT to go onto N 3RD ST. Continue on 3rd Street and turn LEFT onto Franklin Street. Turn RIGHT onto Eighth Street. VDSS is on the left, mid block.

From the North: Take Interstate 95 South to Richmond. Take Exit 75, I-64 East toward Williamsburg/Norfolk. Take the 3rd Street Exit toward Coliseum/ Downtown. Stay STRAIGHT to go onto North 3RD ST. Continue on 3rd Street and turn LEFT onto Franklin Street. Turn RIGHT onto Eighth Street. VDSS is on the left, mid block.

From the South: Take Interstate 95 North to Richmond. Take Exit 74C West US 33-250/Broad Street. Turn LEFT onto Eighth Street. VDSS is located 2 ½ blocks on the left.

Parking lots and on-street metered parking are available around VDSS.

ATTACHMENT F

W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER(S) AND CERTIFICATE

Each person or organization doing business with the Commonwealth of Virginia must provide the follow information. Please return this form in the enclosed envelope.

ORGANIZATION ENTITY:

Please provide reportable name where applicable.

☐ Original Submission
☐ Additional Addresses (See Back of Form)
☐ Address correction

Check Only One:

☐ Individual ☐ Sole Proprietor ☐ Corporation
☐ Partnership ☐ Government ☐ Trust
☐ Estate ☐ Other (Please Describe) _____

Social Security Number

Employer Identification Number

and/or

ENTER THE FOLLOWING:

Legal Name _____
(Must match the Social Security Number, if applicable)

Trade Name _____
(Must match the Employer Identification Number, if applicable)

Payment Address _____ IRS 1099 Form _____
_____ Mailing Address _____

Dun's # _____

Dun's # _____

Contact Person _____ Telephone Number (_____) _____

Please respond to the following: (See back of form for definitions.)

Are you a United States Citizen?	Yes _____	No _____
Is your organization tax exempt?	Yes _____	No _____
Are you a Real Estate Agent?	Yes _____	No _____
Are you a Minority owned business?	Yes _____	No _____
Are you a Woman owned business?	Yes _____	No _____
Are you a Small business?	Yes _____	No _____
Are you a Faith Based Organization?	Yes _____	No _____ (See Back)

If you are a Minority owned business, please indicate the type of Minority.

☐ African American ☐ Hispanic American ☐ Native American
☐ Asian-Pacific American ☐ Subcontinent-Asian American ☐ Other Minority

Are you registered with the Dept. of Minority Business Enterprise? If yes, enter your certificate No. _____.

Government Agencies, please respond to the following:

Are you Federal _____, State _____ or Local _____? (Please check one.)
If you are considered Local, what is your FIPS code? _____

Certification: Under penalties of perjury, I certify that:

- (1) The number (s) shown on this form is my correct taxpayer identification number (s) (or I am waiting for a number to be issued to me).
- (2) The organization entity and all other information provided is accurate.
- (3) I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding because of a failure to report all interest or dividends or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.
- (4) I am a U.S. person (including a U.S. resident alien).
(You must cross out item (3) above if you been notified by the IRS that you are currently subject to backup withholding because of under-reporting interest or dividends on your tax return.)

Signature _____

Date _____

Additional Address

If you have more than one shipping address and/or Purchase Order Address please list these addresses on a separate sheet of paper and attach it to your W-9 form. Identify each type of address as shipping or Purchase Order address. Please include your Dun's number for each site. If you don't have a Duns number you may obtain one by calling 1-888-814-1435

Definitions:

- **Small Business** means a corporation, partnership, sole proprietorship or other legal entity formed for the purpose of making a profit, which is independently owned and operated, and has fewer than 100 employees or less than \$1,000,000 in annual gross receipts.
- **Women-owned business** means a business concern that is at least 51 percent owned by a non-ethnic woman or women (a minority woman is considered as a minority) who are U.S. citizens and who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management of the business. "Ownership" in this context includes stock ownership. **(Please note that when reporting results, a business that is owned and operated by a minority woman will be reported as a minority-owned business and a business that is owned and operated by a non-minority woman will be reported as a woman-owned business.)**
- **Minority-owned business** means any business concern that is at least 51 percent owned by a minority individual or individuals (who are U.S. citizens) who also control and operate it. "Control," "Operate," and "Ownership" have the same meanings mentioned above. "Minority" includes African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans, and other minorities. "Native Americans" include American Indians, Eskimos, Aleuts and Native Hawaiians. "Asian-Pacific Americans" include U.S. citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia. "Subcontinent-Asian Americans" include U.S. Citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.
- **Faith Based Organizations:** If you consider yourself a Faith Based Organization, please indicate on the front of the form in response to the question "Are you a Faith Based Organization".
- **Department of Minority Business Enterprise:** If you have not registered with the Virginia Department of Business Enterprise, please do so at your earliest convenience. Additional information may be obtained at their web site, dbme.state.va.us.